PARTICIPATING ADDENDUM
OFFICE SUPPLIES

This Participating Addendum (the "Participating Addendum" or "Contract") is entered into pursuant to the National Association of State Purchasing Officials ("NASPO" or "NASPO ValuePoint") cooperative group contracting consortium, and the Master Agreement PO-10700-00012990, as amended ("Master Agreement"), executed between the Lead State (State of Oregon), acting in cooperation with NASPO ValuePoint, and ODP Business Solutions, LLC ("ODP" or "Contractor"). The parties to this Participating Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** ("Commonwealth" or "COPA") acting through its **Department of General Services** ("DGS" or "Participating State").

WHEREAS, the underlying procurement for the Office Supplies described in the Master Agreement was led by the State of Oregon on behalf of NASPO ValuePoint for use by Participating Public Entities;

WHEREAS, the Commonwealth desires to participate in the Master Agreement as a Participating State to procure Office Supplies;

WHEREAS, the Commonwealth desires to receive Office Supplies from ODP at the rates and discounts set forth in this Participating Addendum and the Master Agreement, and ODP agrees to provide said products to the Commonwealth;

WHEREAS, the Commonwealth and the Contractor agree to the specific Delivery Requirements including the Commonwealth's Last Mile Program as further described herein;

WHEREAS, UniqueSource is a Pennsylvania marketing organization for agencies employing persons with disabilities that utilize persons with disabilities in 75% of the direct labor of manufacturing supplies. Currently about 15% of the Commonwealth's annual expenditures for office supplies are with UniqueSource. The Commonwealth intends to work with UniqueSource and the Contractor to retain the UniqueSource role as a manufacturer of office supplies for the Commonwealth at the same or greater percentage. The Commonwealth is required by law to support this program through its contracting divisions; and

WHEREAS, the Commonwealth is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C.S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement.

NOW THEREFORE, intending to be legally bound hereby, the Commonwealth and the Contractor agree as follows:

1. **Recitals**. The recitals set forth above are incorporated by reference as a material part of this Participating Addendum.

2. **Effective Date.** This Participating Addendum shall become effective on the date DGS sends the fully executed and approved Participating Addendum to the Contractor. This Participating Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Agreement, or (b) termination of this Participating Addendum in accordance with its terms. If the Master Agreement is renewed or extended, this Participating Addendum shall automatically renew or extend for a term consistent with the term of the Master Agreement.

3. **Participating Addendum and COPA Terms.** DGS and Contractor agree to be bound by this Participating Addendum and the Commonwealth's Terms and Conditions, which are incorporated by reference and attached hereto as **Exhibit A**.

4. **Master Agreement**. DGS and the Contractor agree to be bound by the prices, requirements, and terms and conditions as stated in the Master Agreement, which is attached hereto and incorporated herein as **Exhibit B,** unless otherwise modified and mutually agreed upon and documented in this Participating Addendum. **Exhibit B** consists of the following:

    a. State of Oregon Cooperative Contract Cover Page
    b. Exhibit 1, NASPO ValuePoint Master Agreement Terms and Conditions
    c. Exhibit 2, Sample Participating Addendum
    d. Exhibit 3, Description of Goods and Discount Rates
    e. Exhibit 4, Provisions Required by Federal Law
    f. Exhibit 5, NASPO ValuePoint Detailed Sales Report Form

g. All Amendments to the Master Agreement, unless an Amendment changes the terms of this Participating Addendum. If this occurs, DGS and Contractor will mutually agree upon any changes identified in said Amendment.

5. Order of Precedence. This Participating Addendum is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:

a. The Participating Addendum contained herein.
b. Exhibit A, the Commonwealth Terms and Conditions.
c. Exhibit B, the Master Agreement, as further described above in Section 4.
d. All remaining Exhibits to this Participating Addendum.

6. COPA Custom Core List.

a. COPA Core Products. The Commonwealth may procure through this Participating Addendum those products specified herein as the "COPA Custom Core List" and attached hereto as Exhibit C, and as set forth in the Master Agreement (Exhibit B). There are three (3) categories of products available through this Participating Addendum, those categories are:

1) Copy Paper which includes reams, cartons, and pallets of white copy paper sizes 8-1/2 x 11, 8-1/2 x 14, and 11 x 17, plus computer paper.
2) General Office Supplies which consist primarily of consumable type products to be used in the day to day functions of agency operations, which includes items such as, but not limited to, writing tablets, pens, pencils, markers, post-it note pads, tape, batteries, erasers, file folders, index cards, binders, clipboards, scissors, rulers, basic calculators, labels, badge holders, paper clips, rubber bands, etc.
3) Toner and Related Supplies which includes toner, ink cartridges, developer, and related products such as waste cartridges, drums, print heads, etc., for copy machines, printers, and other office type equipment.

b. Pricing. The **Exhibit C** provides a detailed list, description, and final negotiated price of the items which are part of the COPA Custom Core List for each product category. This list is considered the Commonwealth's primary list of items and each of these items shall be made available for purchase at the negotiated prices reflected therein.

1) The COPA Custom Core List will be updated annually to add items that are deemed to be the most needed and used by Commonwealth agencies. This includes items previously purchased as non-core items. Additionally, items less used or needed will be removed from the Core Product and Price List but will remain available as a non-core item, further described below.

- The pricing for any newly added and existing COPA Custom Core List items will be negotiated between DGS and ODP annually. Upon mutual agreement of price, the COPA Custom Core List will be revised, and a Contract Change Notice issued. At no time shall COPA Custom Core Item prices exceed the pricing identified in Exhibit B, the Master Agreement, or any future amendments thereto.
- The effective date of the revised COPA Custom Core List will coincide with the anniversary of the effective date (December 5, 2022) of the NASPO Master Agreement.
- As technology changes and new printing and copying devices are purchased by Commonwealth agencies, there may be a need to add new ink and toner supplies to the COPA Custom Core List throughout the contract term, which may not coincide with the annual COPA Custom Core List Revisions.
- Pricing for the Copy Paper items shall be adjusted quarterly using the Resource Information Systems, Inc. (RISI) Table 6 (Delivered Printing and Writing Paper Prices for Most Common Transactions). The Contractor is responsible to provide to DGS no later than fifteen (15) business days prior to the end of the quarter, a summary of the RISI price index change, with backup documentation. Once verified by DGS the COPA Custom Core List will be revised, and a Contract Change Notice issued. The quarterly price adjustment will occur in January, April, July, and October each calendar year.

7. Non-Core Products, Pricing and Waiver Process. Non-Core products for the purposes of this Participating Addendum are defined as, those items which are available through the Master Agreement and deemed to be within the scope of the three (3) categories of products identified in Section 6.a. above, and which are not part of the COPA Custom Core List or the Exclusions Section (below). These items may be purchased via the "Non-Core Waiver Process".

a. Commonwealth agencies requesting to purchase Non-Core Items must have a DGS approved Office Supplies Waiver Request for the specific item(s).

1) Any order for Non-Core Items without an approved waiver must be rejected by the Contractor, except for Toners and Related Supplies.
2) All Non-Core Items that fall within the Toners and Related Supplies category may be purchased and do not require a Non-Core Waiver Approval.
3) At no time is the Contractor permitted to sell a toner product which is an equivalent to the UniqueSource products, further described herein, Section 10 UniqueSource Products and Services.
4) The Non-Core Waiver Request and approval process will be agreed upon by DGS and the Contractor and documented and posted with the Contract on the DGS eMarketplace website.

b. Pricing for all approved Non-Core Waiver purchases, including Toner and Related Supplies, will be in accordance with the discount rates and pricing identified in the Master Agreement. The Contractor will provide the requesting agency and the Contracting Officer with a price quote which reflects the appropriately discounted price.

c. The pricing for the Non-Core Products will be adjusted in accordance with the terms of the Master Agreement. The Contractor will provide copies of the updated catalog price lists to the Contracting Officer no later than 15 days prior to the effective date.

8. Orders, Desktop Deliveries, and Returns.

a. Orders.

1) The primary method of ordering will be electronic through the Contractor's online ordering website. The Contractor must also accept orders received via purchase order and over the phone (via a toll-free number) through a single point of contact.
2) There is a twenty-five ($25.00) dollar minimum order amount to qualify for FOB delivered price. Any orders placed not meeting the minimum order amount will be assessed a flat delivery fee of $5.99 per order.
3) The Contractor must notify the ordering entity within forty-eight (48) hours if an item is out of stock, along with the length of the wait time for availability.
4) It will be the responsibility of the Contractor to obtain maps of the locations of each of the Commonwealth using agencies, as well as identifying the ordering entities throughout the Commonwealth. Accounts will be established for each of the ordering entities; some with multiple ship-to locations.
5) The Contractor shall provide Customer Service Agents and Technical Support Staff to be available to assist ordering entities placing orders, processing returns, or with billing, delivery, or other order related concerns between 8:00 AM EST and 5:00 PM EST.

b. Desktop Deliveries. All deliveries shall be F.O.B. Delivered Desktop to any location within the Commonwealth of Pennsylvania, including but not limited to the locations listed on **Exhibit D, Commonwealth Delivery Locations**; unless otherwise arranged through the Last Mile Delivery Program, see Section 9 of this document for details.

1) All F.O.B Delivered Desktop orders submitted to the Contractor before 4:00 PM EST will be delivered to the location specified in the order within two (2) business days. All orders submitted after 4:00 PM EST will be considered "submitted" the following business day and will be delivered within two (2) business days of the "submitted" date.
2) All deliveries shall be securely packaged to avoid breakage or damage in accordance with standard industry practices.
3) All deliveries will be inside delivery to the address specified on the order. No outside or curbside deliveries will be accepted. No dock delivery will be accepted unless Commonwealth personnel are present to receive the delivery.
4) Desktop shipments to the Capitol Complex must follow the guidelines of Management Directive 625.10 Amended (MD 625.10) which states under Policy and Procedures that delivery persons must enter through secured visitors' entrances. The Keystone Building does not have secured visitor entrances, so delivery people must contact someone designated on the floor which the delivery is to be made to meet them and escort them to the delivery area. This designated person must also escort the delivery person out of the secure area. It is incumbent upon the Contractor to be aware of changes made to MD 625.10 throughout the term of this

Participating Addendum. The current and future versions can be found at Management Directives (pa.gov) / https://www.oa.pa.gov/Policies/md/Pages/default.aspx. With many Commonwealth agencies teleworking, the Contractor should notify the ordering entity when a delivery is to be made, so that the ordering entity can ensure that a representative may be present to receive the products when they are delivered. No shipments can be left without having obtained a signed acceptance, unless otherwise agreed to or requested by an ordering entity.

c. Returns.

1) Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase document, may at the discretion of the Commonwealth ordering entity, be returned to the Contractor at the Contractor's expense within 30 days. Credit for the returned goods shall be made immediately after the Contractor receives the returned items. There shall be no restocking fees assessed to the Commonwealth or eligible contract users, except in the event that a Commonwealth ordering entity orders incorrectly.

2) Incorrectly ordered item(s) will be returned to the Contractor at the expense of the ordering entity, not to exceed a 5% restocking fee per item. Credit for returned goods shall be made immediately after the Contractor receives the returned item(s).

3) If a product is rejected at time of delivery, the Contractor's driver will take the product back immediately. Replacement product for that rejected product will be delivered to the ordering location within ten (10) calendar days.

4) For product deemed to be unacceptable after delivery has been made, the ordering entity may contact the Contractor's Customer Service Representative to arrange for pickup of product(s), credit for that product(s), and replacement of that product(s). The Contractor will remove unacceptable product(s) from the ordering location within ten (10) calendar days of the date of determination of unacceptable product(s) and notification given to the Contractor. Unacceptable product(s) left at the ordering location for more than ten (10) calendar days will become the property of the Commonwealth to dispose of as they see fit. If invoices have been submitted, the Contractor will issue credit(s) for the full amount of the product(s) purchased.

9. Last Mile Delivery Program. Shipments within the Last Mile Delivery area shall be excluded from the Desktop Delivery program, and instead delivered as FOB Delivered Warehouse. The Last Mile Delivery Program is further described in this section below.

a. FOB Delivered Warehouse.

1) COPA Custom Core List items ordered as part of the Last Mile Delivery Program shall be discounted ten (10) percent from the final negotiated price identified on **Exhibit C**, excluding UniqueSource items.

2) Pricing for non-core items ordered as part of the Last Mile Delivery Program shall be discounted an additional ten (10) percent from the discounts and rates identified in the Master Agreement.

- *Example: Drum, HP CB384A, Black / Master Agreement Price $120.54 each minus the Last Mile discount of 10% (12.05) = $108.49 non-core price.*

3) The Last Mile Delivery discounts shall be paid to the Commonwealth in the form of a lump sum quarterly rebate check. The checks shall be addressed to the Commonwealth of Pennsylvania, Department of General Services, and mailed to attention of the Contracting Officer.

4) Orders are to be drop shipped as FOB Delivered Warehouse by the Contractor to a centralized location or locations, such as the Bureau of Supplies and Surplus Operations ("BSSO"), 2221 Forster Street, Harrisburg, PA 17125. The exact address of the drop shipment location(s) will be confirmed with the Contractor prior to Contract commencement.

5) **Exhibit E, Last Mile Delivery Locations,** provides the current list of Commonwealth locations which are part of the Last Mile Delivery Program. All orders for Commonwealth agencies geographically located in these locations shall be included in the FOB Delivered Warehouse deliveries.

6) The Contractor will deliver ordered items to the BSSO location within two (2) business days of the "submitted" order date for FOB Delivered Warehouse; unless otherwise mutually agreed upon by the Contractor and DGS.

7) All orders shall be individually packaged and identified by the ordering entity(ies) and delivery locations and must be delivered on non-returnable wooden pallets so that they can be unloaded using a forklift. The total height of the palleted materials (including the height of the pallet) must not exceed 52 inches. The Contractor must provide BSSO with a manifest listing the items and locations required for delivery. Once BSSO verifies that all ordering entity orders are accounted for and accepted, BSSO will be responsible for all desktop deliveries to ordering entity(ies).

8) The Contractor is responsible for all overages, shortages, or damages within a packaged order at time of desktop delivery. If a delivered item is deemed by the ordering entity as being an incorrect order needing to be returned, the process as stated in the Section 8.c. Returns, shall apply.

9) DGS will monitor the results of this program and have the right to expand or narrow the Last Mile Program Delivery area or terminate the Program if it is found to be in the best interest of the Commonwealth. DGS will notify the Contractor with thirty (30) calendar days written notice of any changes to the Last Mile Delivery Program.

10. Unique Source Products & Services (UniqueSource). UniqueSource is a Pennsylvania marketing organization for agencies employing persons with disabilities that utilize persons with disabilities in 75% of the direct labor of manufacturing supplies. Currently about 15% of the Commonwealth's annual expenditures for office supplies are with UniqueSource. The Commonwealth intends to work with UniqueSource and the Contractor to retain the UniqueSource role as a manufacturer of office supplies for the Commonwealth at the same or greater percentage. The Commonwealth is required by law to support this program through its contracting divisions.

Under the Participating Addendum DGS will identify items manufactured by UniqueSource, to be furnished by the Contractor. The Contractor will be required to publish these items on their website at all times and make them available for order by Contract ordering entities. A list of office supplies that are currently provided by UniqueSource is referenced in **Exhibit F, UniqueSource Carve Out Product Price List**. As a responsibility under the Participating Addendum the Contractor is expected to manage Contract orders for office supplies manufactured by persons with disabilities. The Contractor will be expected to treat UniqueSource as one of its manufacturers/suppliers for purpose of ordering, payment, and reporting. The Commonwealth will not hold the Contractor responsible for any unsatisfactory performance by UniqueSource, but the Contractor must immediately notify DGS if a performance problem arises. In addition, the Contractor shall provide the DGS UniqueSource Contract Program Manager, and at least one UniqueSource employee, view-only access to the Contractor's website for purposes of monitoring the availability of UniqueSource items.

UniqueSource may request items be added to the Participating Addendum on a semi-annual basis (January 1st and July 1st). The Contractor may not add to or delete from the Participating Addendum any UniqueSource-provided items without prior written approval from DGS. DGS will establish the sales price to be paid by the Contractor to UniqueSource for each UniqueSource item based on DGS's fair market price evaluation. UniqueSource and/or DGS may request annual price adjustments to be effective January 1st of each year, or as approved by DGS, in accordance with the DGS-UniqueSource Operational Agreement. DGS will provide the annual price adjustment price list to the Contractor by December 1st. However, should DGS have unforeseen issues with the pricing process, the submission of price adjustments to the Contractor may be delayed. DGS will communicate any delays in the price adjustment process and account for such delays in the remaining timeline.

The Commonwealth agrees that the Contractor may add an **eight (8%) percent** mark-up to the DGS fair market prices for the UniqueSource-provided items. The mark-up is to cover costs for managing and handling UniqueSource products. The Contractor is responsible for notifying UniqueSource about damaged products upon receipt of shipments. The Contractor and UniqueSource shall determine how this is to be handled as noted in the next paragraph under establishing a business relationship.

At the beginning of the Participating Addendum term DGS will provide an updated list of UniqueSource items that are to be inventoried by the Contractor. UniqueSource and the Contractor shall have UniqueSource inventory available for purchase by the go-live date of the Participating Addendum. The Contractor shall work directly with UniqueSource on establishing a business relationship. In addition, they shall establish reorder points to minimize items being out of stock, establish procedures for the receipt and return of damaged or defective products to UniqueSource to include refund/credit policies, determine proper product shelf life, and agree on other related product and industry standards. The Contractor may formalize a contractual relationship with UniqueSource as a supplier, recognizing that UniqueSource, by definition of its legal formation, may require non-standard terms and conditions within that contractual relationship with the Contractor.

The Contractor shall not publish on their website items from other manufacturers which are comparable to items which have been identified as UniqueSource items. This includes OEM toner cartridges that are an equivalent to the remanufactured toner cartridges provided by UniqueSource. The Contractor may substitute comparable items if UniqueSource cannot provide items in a timely manner or if UniqueSource is unable to restock an item in a timely manner. This may only be done until such time as UniqueSource has replenished the stock and orders can be filled. The

Contractor may not substitute comparable items when the out of stock UniqueSource item is the result of the Contractor failing to place an order with UniqueSource to restock inventory in a timely manner. UniqueSource has up to thirty (30) days to fulfill all order requirements. The Contractor shall be responsible for documenting when UniqueSource items are out of stock, and when the Contractor substitutes other comparable items.

At least 90-days prior to the expiration of the Participating Addendum, the Contractor and UniqueSource shall develop a plan to deplete UniqueSource inventory from the Contractor's warehouse(s). At the end of the Participating Addendum term, UniqueSource shall purchase any remaining UniqueSource inventory from the Contractor at the DGS-established fair market prices with no mark-up by the Contractor, unless other terms are negotiated between the Contractor and UniqueSource.

11. **Exclusions.** The items and categories of items identified below are excluded from this Participating Addendum. Any changes to this list will be managed by issuance of a Contract Change Notice, no amendment is required.

    a. Furniture and furniture accessories, including but not limited to, stools, desks, chairs, pedestals, tables, table covers, file cabinets, sit-stands, mirrors, footrests, privacy panels, benches, lockers, bookshelves, chair mats, white/cork/bulletin boards, etc.

    b. Food and beverage items, including but not limited to, coffee, water, tea, coffee/tea pods or k-cups, creamer, sweetener, candy, cookies, crackers, powdered drink mixes, sports drinks, soda, etc.

    c. Kitchen or vending equipment and supplies, including but not limited to, coffee pots, microwaves, toasters, Keurig's, pitchers, water purifiers, cups, bowls, straws, napkins, paper towels, etc.

    d. Computer related equipment and accessories, including but not limited to, printers, web cams, mice, mouse pads, wrist rests, DVDs/CDs/holders, privacy screens, monitor risers, etc.

    e. Janitorial equipment and supplies, including but not limited to, paper towels, cleaners, disinfectants, trash receptacles, brooms, mops, shoe covers, tissues, wipes, toilet tissue, hand/dish soap, gloves, air fresheners, etc.

    f. All medical supplies, including but not limited to, stethoscopes, cold/hot compresses, thermometers, medicine, first-aid kits and refill items, latex gloves, toilet seat covers, etc.

    g. Books, including but not limited to, phone books, diaries, dictionaries, visitor/guest registries, payment/receipt books, journals, etc.

    h. Maintenance, Repair, & Operational (MRO) supplies and tools, including but not limited to, extension cords, surge protectors, staple guns, anti-fatigue mats, etc.

    i. Office equipment, including but not limited to, typewriters, clocks, automated label printers, electric staplers, shredders of any size, air purifiers, etc.

12. **Discontinued Items.** It is the responsibility of the Contractor to notify DGS of discontinued items prior to the Contractor's inventory being depleted, making the product no longer available. If a product is discontinued, the Contractor may offer a replacement item for consideration. The replacement item shall be an "approved equal", which is defined as another brand or make of product with the same character, quality, and performance equivalence, for which it is to be used, as determined by DGS. If an offered replacement item is approved by DGS, a price for the new item will be negotiated, prior to adding the replacement item to the Core Product and Price List. If the Contractor cannot provide an acceptable equivalent product, DGS may remove the product from the Contract.

    a. **Post-Submission Descriptive Literature**. The Commonwealth may require the Contractor to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design components, materials used, applicable dimensions and any other pertinent information which DGS may require to evaluate the product(s) for equivalency, product conformance, and performance.

    b. **All products offered must be new**. A "new" product is one that will be used first by the Commonwealth after it is manufactured or produced. Unless otherwise specifically requested, used or reconditioned products are not acceptable. Remanufactured toner cartridges will be purchased through this Participating Addendum as further described herein Section 10, UniqueSource Products and Services.

13. **Order Fill/Accuracy Rate**. The Contactor must maintain at minimum a 95% fill rate. Fill Rate is defined as "the total number of items on an order filled completely and delivered within the delivery timeframe divided by the total number of items on an order." The order accuracy rate shall also be maintained at 98% or greater. Order accuracy rate will be defined as the number of correct items delivered divided by the total number of items in an order. If the Contractor consistently fails to maintain the Order Fill/Accuracy Rate without corrective action will be deemed non-responsible and the Contract may be terminated. At a minimum, the Contractor's non-performance will be recorded in the Commonwealth's Contractor Responsibility Program System.

14. **Federation Partners**. The Commonwealth has opted out of this program as described in the Master Agreement; therefore, users of this Participating Addendum are not permitted to participate.

15. **Security**. (For Department of Corrections Only) The Contractor or their sub-contractors who utilize regular delivery transportation will have to submit a Centralized Clearance Check Information Request through the original supplier for all drivers, regardless of whether delivery is made inside or outside of the facility fences. Common carriers will not be required to render clearance requests; however, are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (windows closed and doors locked), sign in at warehouse and wait for further directions from Correctional staff.

16. **Reporting Requirements**.

    a. **Monthly Reports.**

        1) **COPA Custom Core List Items Usage Report.** Contractor will provide to DGS a monthly usage report that shows at a minimum, the following information, per order placed: item number, item description, item price, item unit of measure, quantity ordered, total order value, ordering location, account holder, and order date. This report shall not include Non-Core Items.
        2) **Non-Core Item Usage Report**: Contractor will provide to DGS a monthly usage report that shows at a minimum, the following information, per order placed: item number, item description, item price, item unit of measure, quantity ordered, total order value, ordering location, account holder, and order date. This report shall not include items found on the COPA Custom Core List.
        3) **Backorder Report**. A monthly usage report that shows at a minimum, the following information, per order placed: item number, item description, item price, quantity ordered, ordering location, account holder, order date, and outstanding delivery quantity. This report shall include items found on the COPA Custom Core List and Non-Core Items.
        4) **Below Minimum Order Report**. A monthly usage reports that shows at a minimum, the following information, for all orders that do not meet the minimum order value: item number, item description, item price, item unit of measure, quantity ordered, total order value, ordering location, account holder, order date, and delivery fees. This report shall include items found on the COPA Custom Core List and Non-Core Items.

    b. **Annual Total Usage Report.** This annual report shall include the total sales by agency, total sales by ordering location, total sales by account, and total volume of each COPA Custom Core List item and non-core items ordered.

17. **Commonwealth of Pennsylvania Addendum Participants.** This Participating Addendum may be used by all Commonwealth agencies as that term is defined in Section 103 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 103, and by all local public procurement units, as that term is defined in Section 1901 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1901.

18. **Lobbying Certifications and Disclosure**. With respect to an award of a federal contract, grant, or cooperative agreement exceeding $100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The Contactor must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this Participating Addendum as **Exhibit G**. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

19. **Iran Free Procurement Certification.** Prior to entering a contract worth at least $1,000,000 or more with a Commonwealth entity, a Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). Contractor must complete and return the Iran Free Procurement Certification form, which is attached hereto as **Exhibit H** and made part of this Participating Addendum.

20. **Worker Protection and Investment Certification.** Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201), **Exhibit I** which is attached hereto and made a part of this Participating Addendum.

21. **COSTARS Program.** Contractor and DGS agree that COSTARS Program members shall be eligible to utilize this Participating Addendum under the same terms and conditions as the Commonwealth. By electing to allow for COSTARS participation in this Participating Addendum, Contractor agrees to pay the applicable annual administrative fee and abide by the reporting requirements described in **Exhibit J, COSTARS Election to Participate Form,** to this Participating Addendum

22. **Contract Turnover.** All orders placed up to and including the final day of the Contract must be fulfilled within thirty (30) calendar days of the expiration date, including backorders, returns, replacements, etc. All credits and final invoices must be issued to the Commonwealth within 60 (sixty) calendar days of the expiration date. The Contractor must provide to DGS no later than 180 days prior to the expiration date of the contract, and then again no later than 30 days after the expiration date, a User Account Report showing all current contract users. This User Account Report shall include the agency names, delivery locations, addresses, account holder names, email addresses of account holders, and COSTARS member numbers for all Commonwealth users and COSTARS members. If the Contract is terminated for any reason the Contractor must provide this same report within 30 days of notice of termination. Failure of the Contractor to provide the required turnover reports will be cause to document this failure to perform in the Commonwealth's Contractor Responsibility Program System (CRPS). Any poor performance entries in the CRPS may impact the Contractor's ability to receive future awards on any Commonwealth solicitations or contracts. See Exhibit A, COPA Terms and Conditions for further details on Contractor Responsibility.

[THIS REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Participating Addendum as of the dates written below.

ATTEST:	**CONTRACTOR:**
	Valya Broyer
Signature	Signature
	Valya Broyer VP, Public Sector
Printed Name/Title	Printed Name/Title

THE ODP CORPORATION LEGAL REVIEWED JSW

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

By: Signature To be obtained electronically
Deputy Secretary for Procurement

APPROVED AS TO FORM AND LEGALITY:

Signature To be obtained electronically
Office of Chief Counsel

Signature To be obtained electronically
Office of General Counsel

Signature To be obtained electronically
Office of Attorney General